

EXHIBIT B

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Of Counsel - Santa Maria

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January 16, 2008

By Telecopy/Mail/and/or Email

To: Mr. David Ferrec
Comerica Bank

At: 333 W. Santa Clara St.
San Jose, CA 95113

To: CT Corporation System
Registered Agent for Comerica Bank

At: 818 West Seventh Street
Los Angeles, CA 90017

To: Comerica Bank Corporate Legal Department

At: Comerica Tower at Detroit Center
500 Woodward Avenue, MC 3391
Detroit, Michigan 48226

To: Robert Edward Izmirian, Esq.
Attorney for Comerica Bank

At: Buchalter Nemer
333 Market Street, 25th Floor
San Francisco, CA 94105

To: Mr. Mark Williams
Fresh 'N Healthy, Inc.

At: P. O. Box 2317
Hollister, CA 95024

To: Mr. Jack Parson
Fresh 'N Healthy, Inc.

At: 19065 Portola Drive, Suite P
Salinas, CA 93908

To: Mr. Steven A. Cinelli
Fresh 'N Healthy, Inc.
At: P. O. Box 2317
Hollister, CA 95024

RE: Final Demand for Payment
PACA Trust Claim for Oceano Packing Co., LLC ("Oceano")

Dear Gentlemen:

I am the attorney for Oceano Packing Company, LLC., a California corporation ("Oceano Packing"). This letter constitutes a final demand for payment owed to my client for produce sold to Fresh 'N Healthy, Inc. ("Fresh 'N Healthy").

This demand is being made to Comerica Bank, the lender to Fresh 'N Healthy, and to the responsibly connected individuals to Fresh 'N Healthy named above, as my client has reason to believe that one or more of you have received PACA trust assets from Fresh 'N Healthy which should be used to pay my client, as set forth in detail below.

In addition, the responsibly connected individuals to Fresh 'N Healthy are being notified of this claim because under PACA they are secondarily liable for any failure of Fresh 'N Healthy to pay its debts to PACA creditors. See Sunkist Growers, Inc. v. Fisher, 104 F.3d 280, 284 (9th Cir. 1997), citing Shepard v. K.B. Fruit & Vegetable, Inc., 868 F. Supp. 703, 706 (E.D. Pa. 1994).

As you are aware, Oceano sold to Fresh 'N Healthy various orders of produce (the "Produce") during the calendar year 2007, pursuant to the terms of several Oceano invoices (the "Invoices"), copies of which are attached hereto as Exhibit A for reference, together with the summary prepared by Oceano of the status of the account of Fresh 'N Healthy as of January 11, 2008 ("AR Customer Account Detail"). By their terms, the Invoices required payment within 25 days of the date of each Invoice. All of the Produce was delivered to, and accepted by, Fresh 'N Healthy. Oceano preserved its PACA trust rights with respect to the proceeds derived from the sale of the Produce by giving the PACA statutory trust notice on each of its Invoices, as shown in Exhibit A.

Currently, a total of \$101,127.39 is outstanding on the Invoices, as shown on the AR Customer Account Detail. My client has made repeated requests for payment of the Invoices to Fresh 'N Healthy, which requests have been ignored up to the present time.

My client has now learned that earlier this month, Fresh 'N Healthy shut down its business and is now in the process of liquidating all of its assets. We have learned that the assets that are being sold in liquidation by Fresh 'N Healthy, and the accounts receivable that are being collected by Fresh 'N Healthy, are being used to pay debts owed to Comerica Bank and/or to the principals of Fresh 'N Healthy, rather than to pay the PACA debts owed to Oceano. Further, we have reason to believe that prior to the closing of its business, Fresh 'N Healthy distributed PACA trust assets to Comerica Bank and/or to the responsibly connected individuals to Fresh 'N Healthy. If this is in fact the case, such actions would constitute a diversion of PACA trust assets in violation of

applicable law.

The law provides that all of the assets of Fresh 'N Healthy which were PACA trust assets never became property of the estate of Fresh 'N Healthy because they are an equitable interest, and are subject to immediate turnover to the PACA claim holder. Equitable interests for the benefit of others are not part of the debtor's estate. See 11 U.S.C. § 541(d); Mid-Atlantic Supply, Inc. Of Virginia v. Three Rivers Aluminum Co., 790 F.2d 1121 (4th Cir. 1986); In re Super Spud, 77 B.R. 930, 931 (Bankr. M.D. Fla 1987); In re Southland & Keysone, 132 B.R. 632 (9th Cir. BAP 1991); In re Milton Poulos, Inc., 947 F.2d 1351 (9th Cir. 1991); and In re Carolina Produce Distributors, Inc., 110 B.R. 207 (Bankr. W.D. N.C. 1990).

The beneficiary of a PACA trust is entitled to priority as to all PACA trust assets of the debtor Fresh 'N Healthy, ahead of administrative expenses, claims for attorneys' fees, and all claims of creditors, including those with valid security interests. See In re Super Spud, *supra* at 932; Tom Lange Co. V. Lombardo Fruit & Produce Co., 12 F. 3d 806, 809 (8th Cir. 1993); and In Re San Joaquin Food Serv., Inc., 958 F.2d 938, 939 (9th Cir. 1992).

Someone who receives trust funds (such as Comerica Bank, the secured lender), knowing that there has been a breach of trust, does so at his peril. Only a bona fide purchaser for value without notice of the breach of trust may keep trust funds so transferred. See Consumers Produce Co., Inc. v. Volante Wholesale Produce, Inc., 16 F.3d 1374, 1380 (3rd Cir. 1984). Lenders with actual or constructive knowledge of a PACA trust are not bona fide purchasers and must refund any monies they receive in violation of the PACA trust. Such knowledge is imputed when the lender has a lien on PACA trust property and the lender knows that the debtor was engaged in the sale of perishable agricultural commodities. In re Richmond Produce Co., Inc., 112 B.R. 364, 377-378 (Bankr. N.D. CA 1990). In such circumstances, a debtor's secured lender is required to disgorge monies which the debtor paid in reduction of its debt to the secured lender, which monies are then used for the benefit of PACA trust beneficiaries. See In re Al Nagelberg & Co., 84 B.R. 19, 21-22 (Bankr. S.D. N.Y. 1988).

The assets which are considered to be a part of the PACA trust, and which are not part of a debtor's estate, are extensive. First, the PACA trust contains all inventories of food or other products derived from perishable commodities, and any receivables or proceeds from the sale of such commodities or products, which are to be preserved as a non-segregated floating trust, until full payment is made to the PACA creditors. See 7 U.S.C. § 499e(c)(2) and 7 C.F.R. § 46.46(c).

The establishment of this PACA trust occurs upon the commencement of the debtor's buying and selling of produce, and exists continuously throughout the life of the debtor's business, until all PACA creditors are paid in full. It does not matter whether the PACA trust beneficiary (here Oceano), or another produce seller, was the source of the inventory or proceeds; the PACA trust applies continuously to all inventories and proceeds. No tracing of assets is required. See In re Kornblum & Co., Inc., 81 F.3d 280, 286 (2nd Cir. 1995); In re Atlantic Tropical Market Corp., 118 B.R. 139, 142 (Bankr. S.D. Fla 1990); In re Milton Poulos, Inc., *supra*; and Frio Ice, S.A. v. Sunfruit, Inc., 918 F.2d 154, 156 (11th Cir. 1990).

Further, if a debtor uses PACA trust assets to acquire or make payments on another asset (such as real estate or equipment), without maintenance of a reserve sufficient to satisfy all unpaid PACA creditors, such an action constitutes an unlawful dissipation of PACA trust assets, and the acquired asset then also becomes a part of the PACA trust. See In re Al Nagelberg & Co., supra. The courts have also recognized that since "it is usually impossible for a PACA seller to trace the origin of disputed assets...the burden of tracing the source of funds [is] on the purchaser of agricultural commodities subject to PACA." Tony Vitrano Co. V. National Produce Co., Inc., 815 F. Supp. 23, 25 (D.C. 1993). In Tony Vitrano Co. the court found that real estate purchased by the debtor was subject to the PACA trust, since there was no competent evidence produced to show that no PACA trust money was used to make payments on the real estate.

In the case of In re Kornblum & Co., Inc., supra, at 287, the PACA creditors sought to obtain the proceeds of the sale of the debtor's leasehold interests in store and office units, on the basis that these units constituted property of the PACA trust. The court held that the proceeds would constitute part of the PACA trust, unless the debtor established "either that (1) no PACA trust existed when the Units were purchased; (2) even though a PACA trust existed at that time, the Units were not purchased with trust assets; or (3) although a PACA trust existed when the Units were purchased and the Units were purchased with trust assets, [the debtor] thereafter paid all unpaid sellers in full prior to the transactions involving the Creditors, thereby terminating the trust." The debtor had the burden to establish such facts. See also Sanzone-Palmisano Co. V. Seaman Enterprises, 986 F.2d 1010, 1014 (6th Cir. 1993), "[a]ll of the seized assets that cannot be traced to a non-trust source are part of the [PACA] trust res."

Applying the foregoing principles of law to this case, it is clear that Fresh 'N Healthy was involved in the business of buying and selling produce throughout its existence, and thus it is likely that all monies it received from the operation of its business were the subject of the PACA trust. Therefore, any loan payments that Comerica Bank (the secured lender) received which arose from Fresh 'N Healthy's business revenues, or from Fresh 'N Healthy's accounts receivable, would clearly be a part of the PACA trust and recoverable from Comerica Bank. Further, Fresh 'N Healthy's equipment would also constitute assets of the PACA trust, unless it is shown that such equipment was purchased solely through the use of non-PACA sourced funds, and that no payments were made on the equipment using PACA sourced funds. Therefore, the proceeds from the sale of any equipment being liquidated by Fresh 'N Healthy would also be the subject of the PACA trust.

In order to promptly resolve this matter, my client has authorized me to make a final demand to Comerica Bank and to the responsibly connected individuals named above for payment of \$101,127.39 by January 23, 2008. Please be advised that if Oceano's settlement offer is not accepted by the due date, my client has instructed me to file suit to collect the money owed to Oceano against all of the entities and persons to whom this letter is addressed, plus any other persons who we may determine may be responsibly connected to Fresh 'N Healthy, or to have improperly received PACA trust funds. If a law suit is filed, my client will seek to obtain the costs of suit and attorney's fees, plus additional interest/service charges which may accrue to the date of judgment. Thus, the judgment that will be obtained in court will be substantially more than the amount of \$101,127.39 currently requested to resolve and terminate this matter.

Please be further advised that today my client sent out for filing an Informal PACA Complaint against Fresh 'N Healthy with the USDA, AMS, F & V Programs PACA Branch in Tucson, Arizona. You have been provided a copy of this filing under separate cover. Of course, my client will immediately withdraw its Informal PACA Complaint if its settlement demands are met.

Please deliver a certified check or cashier's check for \$101,127.39 made payable to Oceano Packing Co., LLC, to my law office located at 242 Capitol Street, Salinas, CA 93901 (courier address), or to P. O. Box 2210, Salinas, CA 93902 (mailing address), on or before January 23, 2008. If I do not receive the check by that date, then Oceano will have no choice but to pursue its rights in litigation.

A legal assistant from my office will be following up with you to determine your intentions with respect to payment.

Very truly yours,

ANASTASSIOU & ASSOCIATES

By: 

Effie F. Anastassiou
Attorney for
Oceano Packing Co., LLC.

Enclosure

cc: Oceano Packing Co., LLC

F:\OCA\Fresh 'N Healthy\DemandLetterFreshNHealthy.wpd

EXHIBIT A

01/11/2008 13:28 FAX 8054890181

PHELAN&TAYLOR

002

Age Analysis by Customer/Ship Date
OCEANO PACKING COMPANY LLC

Ship Date	Order No.	Cust PO	Slsprsn	Pay Terms	Sale Terms	Hold	Inv Amt	Rcpt Amt	Balance	Days
FRESH 'N HEALTHY FARMS			F020	Phone: (800) 801-6600 EXT 22			Credit Limit Amt: .00		Credit Limit Days: 0	
Jun 25, 2007	100425		OCEANO P 25 DAYS	FOB	No	19,832.77	7,350.28	12,482.49	201	
Jun 26, 2007	100426		OCEANO P 25 DAYS	FOB	No	21,728.39	.00	21,728.39	200	
Jun 30, 2007	100443		OCEANO P 25 DAYS	FOB	No	12,558.17	1,102.24	11,455.93	198	
Jul 02, 2007	100429		OCEANO P 25 DAYS	FOB	No	18,348.43	.00	18,348.43	194	
Nov 14, 2007	417	417	OCEANO P 25 DAYS	FOB	No	20,023.15	.00	20,023.15	59	
Nov 19, 2007	423	423	OCEANO P 25 DAYS	FOB	No	17,089.00	.00	17,089.00	54	
Total: FRESH 'N HEALTHY FARMS							109,579.91	8,452.52	101,127.39	
Grand Total:							109,579.91	8,452.52	101,127.39	
Number of Invoices: 6										

01/11/2008 13:29 FAX 8054890181

PHELAN&TAYLOR

003

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 100425

Invoice: Jun 25, 2007

Ship: Jun 25, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB
Order: Jun 25, 2007
Cust PO:

Salesperson: OCEANO PACKING
Via: Truck
Currency: USD

Carrier:
Trailer lic:
Broker:
St:

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE ORGANIC BABY	320	tote	5186	lb	1.03	5,341.58
GREEN ROMAINE TOTE F'N HEALTHY ORG 35'S	104	tote	1688	lb	1.08	1,823.04
MIZUNA TOTE F'N HEALTHY ORG 35'S	156	tote	2627	lb	1.08	2,729.16
RED OAK TOTE F'N HEALTHY ORG 35'S	80	tote	1296	lb	1.08	1,399.68
RED ROMAINE TOTE F'N HEALTHY ORG 35'S	80	tote	1296	lb	1.08	1,399.68
TANGO TOTE F'N HEALTHY ORG 35'S	200	tote	3240	lb	1.08	3,499.20
GREEN OAKS TOTE F'N HEALTHY ORG 35'S	208	tote	3370	lb	1.08	3,639.60
PRICE ADJUSTMENT			18603			.83
INVOICE TOTAL:	1148		18603			19,832.77

RECEIVING TICKET # 29384 (NO PO NUMBER)

There will be a 1 1/2% per month (effective 18% per annum) service charge on all accounts 30 days past due.

CDFA # 40-0749

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(o) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:29 FAX 8054890191

PHELAN&TAYLOR

004

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 100426

Invoice: Jun 26, 2007

Ship: Jun 26, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB	Salesperson: OCEANO PACKING	Carrier:
Order: Jun 26, 2007	Via: Truck	Trailer l/c:
Cust PO:	Currency: USD	Broker:
		St:

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE ORGANIC BABY	520	tote	7878	lb	1.03	8,114.34
GREEN ROMAINE TOTE F'N HEALTHY ORG 35'S	104	tote	1576	lb	1.08	1,702.08
MIZUNA TOTE F'N HEALTHY ORG 35'S	156	tote	2363	lb	1.08	2,552.04
RED OAK TOTE F'N HEALTHY ORG 35'S	156	tote	2363	lb	1.08	2,552.04
TANGO TOTE F'N HEALTHY ORG 35'S	208	tote	3152	lb	1.08	3,404.16
RED ROMAINE TOTE F'N HEALTHY ORG 35'S	104	tote	1576	lb	1.08	1,702.08
REDINA TOTE F'N HEALTHY ORG 35'S	104	tote	1576	lb	1.08	1,702.08
PRICE ADJUSTMENT			20484			-43
INVOICE TOTAL:	1352		20484			21,728.39

REC TICKET # 29389 (NO PO #) 6/26/07

There will be a 1 1/2% per month (effective 18% per annum) service charge on all accounts 30 days past due.

CDFA # 40-0749

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:29 FAX 8054890181

PHELAN&TAYLOR

005

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 100443

Invoice: Jun 30, 2007

Ship: Jun 30, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB

Order: Jun 30, 2007

Cust PO:

Salesperson: OCEANO PACKING

Via: Truck

Currency: USD

Carrier:

Trailer lic:

Broker:

St:

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE F'N HEALTHY ORG 35'S BABY	1044	tote	12192	lb	1.03	12,557.76
PRICE ADJUSTMENT			12192			.41
INVOICE TOTAL:	1044		12192			12,558.17

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 498e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:29 FAX 8054890191

PHELAN&TAYLOR

006

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 100429

Invoice: Jul 02, 2007

Ship: Jul 02, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB	Salesperson: OCEANO PACKING	Carrier:	
Order: Jul 02, 2007	Via: Truck	Trailer lic:	St:
Cust PO:	Currency: USD	Broker:	

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE F'N HEALTHY ORG 35'S BABY	728	tote	9379	lb	1.08	9,660.37
GREEN ROMAINE TOTE F'N HEALTHY ORG 35'S	104	tote	1345	lb	1.08	1,452.60
MIZUNA TOTE F'N HEALTHY ORG 35'S	104	tote	1340	lb	1.08	1,447.20
TANGO TOTE F'N HEALTHY ORG 35'S	208	tote	2680	lb	1.08	2,894.40
GREEN OAKS TOTE F'N HEALTHY ORG 35'S	104	tote	1340	lb	1.08	1,447.20
ARUGULA TOTE F'N HEALTHY ORG 35'S	104	tote	1340	lb	1.08	1,447.20
PRICE ADJUSTMENT			17424			-54
INVOICE TOTAL:	1352		17424			18,348.43

There will be a 1 1/2 % per month (effective 18% per annum) service charge on all accounts 30 days past due.

CDFA # 40-0749

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:29 FAX 8054890191

PHELAN&TAYLOR

007

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 417

Invoice: Nov 14, 2007

Ship: Nov 14, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB	Salesperson: OCEANO PACKING	Carrier: PETTERVILLE
Order: Nov 14, 2007	Via: Truck	Trailer lic: 9D19774
Cust PO: 417	Currency: USD	St: CA
		Broker:

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE ORGANIC 40'S BABY	480	tote	8570	lb	1.15	9,855.50
GREEN ROMAINE TOTE ORGANIC 40'S	120	tote	1835	lb	1.15	2,110.25
LOLLA ROSSA TOTE ORGANIC 40'S	40	tote	520	lb	1.15	598.00
MIZUNA TOTE ORGANIC 40'S	120	tote	1575	lb	1.15	1,811.25
RED ROMAINE TOTE ORGANIC 40'S	80	tote	832	lb	1.15	956.80
REDINA TOTE ORGANIC 40'S	80	tote	1159	lb	1.15	1,332.85
RED CHARD TOTE ORGANIC 40'S	120	tote	1714	lb	1.15	1,971.10
TANGO TOTE ORGANIC 40'S	80	tote	1188	lb	1.15	1,363.90
TEMPERATURE RECORDER					23.50	23.50
INVOICE TOTAL:	1120		17391			20,023.15

CDFA # 40-0749

There will be a 1 1/2% per month (effective 18% per month) service charge on all accounts 30 days past due.

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:29 FAX 8054890191

PHELAN&TAYLOR

008

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO CA 93475-0929

INVOICE

Invoice #: 423

Invoice: Nov 19, 2007

Ship: Nov 19, 2007

Pay Terms: 25 DAYS

Sold To: FRESH 'N HEALTHY FARMS
P.O. BOX 2317
HOLISTER CA 95024

Ship To: FRESH 'N HEALTHY FARMS
1600 CIATION WAY
HOLISTER CA 95024

Page 1 of 1

Sale Terms: FOB	Salesperson: OCEANO PACKING	Carrier:	
Order: Nov 19, 2007	Via: Truck	Trailer lic:	St:
Cust PO: 423	Currency: USD	Broker:	

Description	Quantity	UOM	Quantity	UOM	Price	Amount
TOTE ORGANIC BABY	480	tote	8916	lb	1.15	10,253.40
LOLLA ROSSA TOTE ORGANIC 40'S	80	tote	1486	lb	1.15	1,708.90
RED ROMAINE TOTE ORGANIC 40'S	80	tote	1486	lb	1.15	1,708.90
REDINA TOTE ORGANIC 40'S	80	tote	1486	lb	1.15	1,708.90
RED CHARD TOTE ORGANIC 40'S	80	tote	1486	lb	1.15	1,708.90
INVOICE TOTAL:	800		14860			17,089.00

CDFA 40-0749

There will be a 1 1/2% per month (effective 18% per annum) service charge on all accounts 30 days past due.

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

01/11/2008 13:28 FAX 8054890191

PHELAN&TAYLOR

001

OCEANO PACKING COMPANY LLC
P.O. BOX 929
OCEANO, CA 93475
(805) 489-3303
(805) 489-0191 FAX

To: Effie

Company: ⁸²¹~~813~~-754-0621

From the desk of: Cathy

(805) 489-3303